

Microsoft Wish Machine at Morgan's Wonderland Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Microsoft Wish Machine at Morgan's Wonderland (the "Contest") is open only to individuals who are at least thirteen (13) years old and are visiting Morgan's Wonderland located in San Antonio, Texas at the time of entry. Entrants aged between 13 and 18 years old must have parental or guardian consent to enter, and will be required to provide proof of this consent on request to the Sponsor. If entrant or prize recipient is a public sector employee (government and education), all prize awards will be awarded directly to your public sector organization and subject to receipt of a gift letter signed by the applicable agency/institution's ethics officer, attorney, or designated executive/officer responsible for your organization's gifts/ethics policy. Microsoft seeks to ensure that by offering items of value at no charge in promotional settings it does not create any violation of the letter or spirit of an employer's applicable gifts and ethics rules.

Employees of Microsoft Corporation and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

2. Sponsor: Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399.

3. Agreement to Official Rules: Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's decisions are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on December 7, 2018 and ends on December 20, 2018 and is open during Morgan Wonderland's business hours (the "Contest Period"). The Contest consists of two "Entry Periods" as set forth in the chart below. Sponsor's servers are the official time-keeping device.

Entry Period	Start and End Dates	Number of Prizes Offered	Approximate Winner Notification and Prize Award Dates
1	December 7, 2018	20	December 8 – 13, 2018
2	December 8 – 20, 2018	4	December 20 – 23, 2018

5. How to Submit an Entry:

Create your Wish: Every entrant must submit a wish. Your wish may be for yourself, for a designated individual or entity, or your community and should be something that is inspiring and powerful because of the meaning behind it, inherently generous, considers the greater good of others over oneself, can be reasonably fulfilled by Sponsor, and aligns with Sponsor's mission to help people realize their full potential and achieve more.

Enter at a Microsoft Surface Studio Kiosk: During the Contest Period, find the Microsoft Surface Studio (there will be at least one located within the Microsoft Experience Center) and follow the directions to create your video Submission. After you complete recording your video Submission, the device will display a 4-digit alphanumeric code. A Microsoft Brand Ambassador will provide you with a Microsoft Surface device to register the video Submission for consideration in the Contest. The individual, who completes the rest of the entry process, will be deemed the entrant. Enter the code and your personal information to complete the entry process. If you do not submit the code and personal information as well as a title and description of your Submission on the Microsoft Surface device within two (2) hours of creating the video Submission, the video will not be retained or considered.

A. Submission Content Guidelines and Restrictions: By completing the entry process, you agree that your Submission conforms to the guidelines, permissions, and content restrictions below and that Sponsor, in its sole discretion, may disqualify you if Sponsor determines, in its sole discretion, that your Submission fails to conform.

Guidelines:

- The Submission must address a wish (as detailed above) for yourself, a designated individual or entity, or your community;
- The Submission must not exceed 90 seconds;
- The Submission must be in English, and
- The Submission must contain a wish that is reasonably capable of being fulfilled by Sponsor within the time periods listed in the chart in Section 4.

Permissions: Entrant must have permission from any individuals who intentionally appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. Other than where the entrant is a minor, minors may only be included in the Submission if the entrant is the minor's parent or legal guardian. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor or any other person or party;
- The Submission must not contain content created by a third party;
- The Submission must not include music;
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, tortious, defamatory, slanderous, or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

B. Limit: Each entrant may enter three (3) Submissions for consideration during the Contest Period. If more than three (3) Submission is received, only the first three (3) Submissions will be included for consideration in this Contest. Submissions received from any person, email address or Social account in excess of the stated limit will be void. Submissions generated by script, macro, or other automated means are void. In the event of a dispute as to any Submission, the authorized account holder of the email address or Social Account used to register will be deemed the entrant and must comply with these Official Rules. The "authorized account holder" of an email address is the natural person assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions; all of which will be void.

C. Sponsor's Use of Submissions: Uploading or posting a Submission by any entry method permitted for this Contest constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media, or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

6. Winner Determination: A panel of judges determined by Sponsor in its sole discretion will score each qualified Submission based on the following criteria (“Judging Criteria”):

- **Heartwarming (50%):** The wish is inspiring, human and powerful because of the nature, intent, and meaning behind the wish;
- **Fulfillment (20%):** Sponsor can determine a prize that can be reasonably awarded within the dates set forth in the chart in Section 4 that fulfills the wish submitted;
- **Philanthropic (20%):** The wish is inherently generous and considers the greater good of others over oneself; and
- **Social Good (10%):** Aligns to Sponsor’s key social good pillars of universal accessibility, socioeconomic inclusion, gender equality, gender identity equality and protecting the planet.

After each Entry Period, Sponsor will award the number of prizes designated in the chart in Section 4 to the entrants who have the highest scoring Submissions received during the applicable Entry Period. Non-winning entries from Entry Period 1 will not be considered for a prize award for Entry Period 2. In the event of a tie, the entrant whose Submission received the highest score for “Heartwarming – The wish is inspiring, human, and powerful because of the nature, intent, and meaning behind the wish,” as determined by the judges, in their sole discretion, will be deemed the applicable potential winner from among the tied entrants. Sponsor reserves the right not to award all prizes if it does not receive a sufficient number of eligible and qualified Submissions. The Sponsor’s decision in all matters related to the Contest is final and binding.

7. Winner Requirements: Potential winners will be notified by phone on or around dates listed in the chart in Section 4. Each potential winner may be required to provide contact information for a designated recipient (as determined by Sponsor) within twenty-four (24) hours of the date winner is notified in order to claim the prize. If a potential prize recipient is under the age of 18 years, the prize will be awarded to the recipient’s parent or guardian on their behalf. Each potential prize recipient (parent/legal guardian if recipient is minor in his/her place of residence) of a prize may be required to sign a Publicity Release to receive the prize. In addition, if prize recipient is a public sector employee (government and education), the prize will be awarded directly to the public sector organization and subject to receipt of a gift letter signed by the recipient’s agency/institution’s ethics officer, attorney, or designated executive/officer responsible for your organization’s gifts/ethics policy. If a potential winner or designated recipient cannot be contacted, or fails to execute any required documents within the time frame requested, prize will be deemed forfeited. If a potential winner or recipient forfeits the prize or is disqualified for any reason, the prize may be awarded in a manner that meets the spirit of the entrant’s idea or to a runner-up, if any, in Sponsor’s sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded.

8. Prizes: TWENTY-FOUR (24) GRAND PRIZES: Sponsor will create a prize that is inspired by each winning Submission valued at approximately \$500.

Sponsor will determine content and details of the prizes in its sole discretion. Sponsor is not obligated to include any particular element in the prize package offered to a potential winner or designated recipient even if the element was specifically requested in the entrant’s Submission. Potential winners or designated recipient may accept or reject the prize offered; Sponsor will not offer additional or substitute elements of prize package if a winner makes such a request. Prizes are non-transferable and not redeemable for cash. No substitution will be made except as provided herein at the Sponsor’s sole discretion. Recipients of prizes are responsible for all taxes and fees associated with prize receipt and/or use. Prizes will be fulfilled within 8–10 weeks after the end of each Entry Period. LIMIT: One (1) prize per entrant.

9. Release: By receipt of any prize, each winner and/or prize recipient agrees to release and hold harmless the Sponsor, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company’s officers, directors, employees, and agents (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize, including any related travel.

10. Publicity: Acceptance of any prize shall constitute and signify each winner’s agreement and consent

that Sponsor and its designees may use the winner's name, city, state, likeness, photo, Submission, and/or prize information in connection with the Contest for promotional, advertising, or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission, or other consideration, except where prohibited by law.

11. General Conditions: Sponsor reserves the right to cancel, suspend, and/or modify the Contest, or any part of it, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical, or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software or power outage; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network, or human error which may occur in the administration of the Contest, the uploading, the processing, or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged, or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections, or failed, incomplete, garbled, or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

13. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

14. Entrant's Personal Information: Information collected from entrant will be used by Sponsor to administer the Contest and is subject to Sponsor's privacy notice available at: <https://go.microsoft.com/fwlink/?LinkId=521839>.

15. Winner List: For a winner list, visit <http://bit.ly/2RfhGqW>. The winner list will be posted after winner confirmation is complete.

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